

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DORIS LEAF, et al.,
 Plaintiffs,

v.

MONTE CARLO LAS VEGAS RESORT
 AND CASINO, et al.,
 Defendants.

2:11-cv-1089-RCJ-CWH

ORDER

This case arises from allegations that a resort breached its rental contract because the resort contained “vermin.” Currently before the Court are three motions to dismiss (#31, 32, 33).

BACKGROUND

In April 2011, Plaintiffs Doris Leaf, Betty Stash, Joann Lapko, Barbara Miller, Beth Tse, and Sherry Lasser (collectively “Plaintiffs”) filed an amended complaint in this Court based on diversity jurisdiction against Defendants Monte Carlo Las Vegas Resort & Casino, MGM Resorts International, MGM Resorts International Operations, Inc., and MGM Resorts International d/b/a Monte Carlo Las Vegas Resort & Casino (collectively “Defendants”). (Amended Compl. (#10) at 1). Plaintiffs were residents of Indiana, North Carolina, and Florida. (*Id.*). Plaintiffs alleged one cause of action, namely breach of contract against Defendants for renting Plaintiffs rooms at the Monte Carlo Las Vegas Resort that were infested with vermin. (*Id.* at 2). Plaintiffs alleged that they had contracted for “clean, habitable rooms” for use for their vacation. (*Id.*). After Plaintiffs notified Defendants of the infestation, Defendants refused to provide Plaintiffs with clean, vermin-free accommodations. (*Id.*). As a result, Plaintiffs’

1 clothing and personal effects became infested with vermin and they suffered bites and
2 infections from the vermin on Defendants' premises. (*Id.*).

3 DISCUSSION

4 On August 23, 2011, Defendants Monte Carlo Las Vegas Resort & Casino (#31) and
5 MGM International Operations, Inc. (#32, 33)¹ filed motions to dismiss Plaintiffs' complaint
6 based on Plaintiffs failure to post-security as non-residents of Nevada pursuant to NRS
7 § 18.130. (See Mot. to Dismiss (#31, 32, 33) at 2).

8 On September 16, 2011, this Court granted Plaintiffs an additional 30 days to respond
9 to the motions to dismiss because their attorney, Robert L. Taylor, had a family emergency.
10 (Order (#36) at 1).

11 On January 19, 2012, Plaintiffs filed a response and stated that they did not oppose the
12 motions to dismiss. (Resp. to Mot. to Dismiss (#40) at 1).

13 Pursuant to NRS § 18.130, a defendant may require an out-of-state plaintiff to secure
14 costs and charges which may be awarded against such a plaintiff. Nev. Rev. Stat.
15 § 18.130(1). To secure costs, a defendant must file and serve the plaintiff with a written
16 demand to secure costs within the time limited for answering the complaint. *Id.* After a lapse
17 of 30 days from service of the notice that security is required, if no undertaking as required has
18 been filed, the court or judge may order the action to be dismissed. Nev. Rev. Stat.
19 § 18.130(4).

20 This Court grants Defendants Monte Carlo Las Vegas Resort & Casino (#31) and MGM
21 International Operations, Inc.'s (#32, 33) motions to dismiss based on Plaintiffs' non-
22 opposition. Additionally, the Court *sua sponte* dismisses Defendant MGM Resorts
23 International from this lawsuit based on its statutory authority to do so under NRS § 18.130(4).

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26 ¹ Defendants have the same attorney. Presumably, the attorney meant to also file a
27 motion to dismiss on behalf of MGM Resorts International, erroneously designated as doing
28 business as Monte Carlo Las Vegas Resort & Casino. However, the attorney filed two motions
to dismiss on behalf of MGM International Operations, Inc. (See Mot. to Dismiss (#32, 33)).

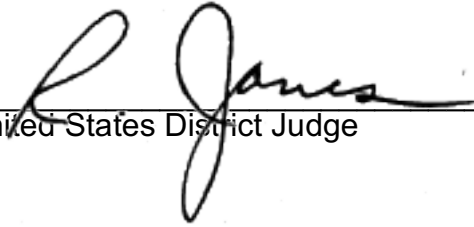
CONCLUSION

For the foregoing reasons, IT IS ORDERED that Defendants Monte Carlo Las Vegas Resort & Casino and MGM International Operations, Inc.'s Motions to Dismiss (#31, 32, 33) are GRANTED.

IT IS FURTHER ORDERED that Defendant MGM Resorts International is *sua sponte* DISMISSED, with prejudice, from this case.

There are no remaining defendants in this case. The Clerk of the Court shall enter judgment accordingly.

DATED: This 2nd day of February, 2012.


United States District Judge